

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: John A. Russo
City Manager



Date: September 20, 2011

Re: Adopt a Resolution Approving Continued Participation in the Alameda County HOME Consortium and Authorize the City Manager to Execute the HOME Consortium Cooperative Agreement with Alameda County

BACKGROUND

Title II of the Cranston-Gonzales National Affordable Housing Act (NAHA) of 1990 created the HOME Program, which provides financing for a wide range of affordable housing programs and activities that benefit low- and moderate-income households and special populations, such as the elderly and persons with disabilities.

Based on current population levels, Alameda is not eligible to receive HOME funds directly. Therefore, for the past 19 years, Alameda has received funding from this program through its participation in the Alameda County HOME Consortium (Consortium). The City's continued participation in the Consortium must be approved by the City Council at three-year intervals and the Consortium Cooperative Agreement executed to allow receipt of future funds. The City also executes a Contract designating the City of Alameda as a Sub-Recipient of HOME Funds on an annual basis for each year in the approved three-year term of the Consortium Agreement.

DISCUSSION

The Consortium members include Alameda County and seven cities in the County. (Oakland and Berkeley are large enough to receive HOME funds directly and are not included in the Consortium.) Alameda County Housing and Community Development (ACHCD) is the lead agency for the Consortium. In this capacity, ACHCD will submit applications and reports, coordinate preparation of the Consolidated Plan, maintain financial and program records, monitor compliance with HOME Program regulations, and staff the Technical Advisory Committee.

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To date, the City has received approximately \$7.2 million in HOME funds. These funds have been or are being used to assist:

- Public and private entities in acquiring, renovating or constructing units with affordability restrictions for 59 years;
- First-time homebuyers through the City's Downpayment Assistance programs; and
- Tenant-based rental assistance.

The attached Consortium Cooperative Agreement extends the City's participation in the Consortium and sets ground rules for its administration and operation in federal fiscal years 2012, 2013 and 2014. Following City Council approval, the City Manager will negotiate and execute this Agreement and separate Sub-Recipient Agreements for FYs 2012, 2013, and 2014, conforming agreements with public and private entities, and related documents, as necessary, to implement HOME-funded programs and activities. All agreements and other documents are substantially similar to those previously approved by the City Council and City Attorney.

FINANCIAL IMPACT

The funds for this project are budgeted annually in the Housing Department's HOME account (Fund 235). There is no financial impact on the General Fund.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

Participation in the Alameda County HOME Consortium is consistent with the Housing Element of the General Plan.

ENVIRONMENTAL REVIEW

Participation in the Alameda County HOME Consortium is not considered a project pursuant to CEQA Guidelines Section 15378(b)(4), which states that the definition of "project" does not include the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

RECOMMENDATION

Adopt a Resolution approving continued participation in the Alameda County HOME Consortium and authorizing the City Manager to execute the HOME Consortium Cooperative Agreement with Alameda County and take all other necessary actions to carry out the City of Alameda's participation in the Alameda County HOME Consortium.

Respectfully submitted,



Michael T. Pucci
Executive Director
Housing Authority

By:



Debbie Potter
Housing Development and Programs Manager

Approved as to funds and account,



Fred Marsh
Controller

Exhibit:

1. HOME Consortium Cooperative Agreement

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____ 2011, by and between the CITY of ALAMEDA, hereinafter called "City," and the COUNTY OF ALAMEDA, hereafter called "County."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 and Federal regulations have been adopted pursuant thereto, hereinafter called the "Act"; and

WHEREAS, Title II of the Act creates the Home Investment in Affordable Housing Program, hereinafter called "HOME," that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties States, and consortia of local governments;

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act;

WHEREAS, the Act requires that a local government member of an urban county may participate in a consortium only through the urban county, and the County of Alameda is the lead agency of the Alameda County Urban County; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan;

THEREFORE, it is agreed that:

1. CITY and COUNTY will cooperate in the operation of the Alameda County HOME Consortium, hereinafter called the "CONSORTIUM", for the purpose of undertaking or assisting in undertaking HOME-eligible housing assistance activities pursuant to Title II of the Act including but not limited to acquiring, rehabilitating, and constructing affordable housing and providing homebuyer and tenant-based rental assistance.
2. COUNTY shall act as the representative member of the CONSORTIUM for the purposes of the Act.
3. CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to CITY before COUNTY submits final Consolidated Plan to the U.S.

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Department of Housing and Urban Development. COUNTY shall incorporate CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

4. CITY shall approve each project funded with HOME funds within CITY before COUNTY approves funding project with HOME funds, provided that CITY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

5. There shall be a Technical Advisory Committee for the Consortium to recommend spending priorities, policies, and review projects and proposed expenditures. CITY shall designate a staff member to participate on the Technical Advisory Committee.

6. CITY shall designate a representative to whom all notices and communications from COUNTY shall be directed. COUNTY'S duty to notify CITY shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals or departments within CITY.

7. To carry out activities under this Agreement, COUNTY shall allocate to CITY a portion of HOME funds received under the Act. Initial allocations shall be approved by the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME requirements, funds will be reallocated by COUNTY in accordance with such needs, objectives, or strategies as COUNTY shall decide. In preparing such needs, objectives, or strategies, COUNTY shall consult with CITY and Technical Advisory Committee before making its determinations.

8. Each party to this agreement shall affirmatively further fair housing.

9. CITY shall pay COUNTY an annual fee to help defray COUNTY'S costs to administer the Consortium and perform monitoring, record-keeping, and reporting required by the Act. Such fee shall be based upon COUNTY'S expected actual costs and shall in no case exceed five percent (5%) of the CITY'S annual allocation of HOME funds.

10. CITY shall provide COUNTY with all information concerning CITY and the activities CITY carried out under this agreement which COUNTY requires to prepare 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other documents as COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by COUNTY. In addition, CITY agrees to make available upon request all records concerning the activities carried out under this agreement for inspection by COUNTY or Federal officials during regular business hours.

11. Pursuant to Government Code Section 895.4, CITY shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from CITY'S performance of this Agreement and caused by any act or omission of CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of COUNTY.

12. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless CITY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from COUNTY'S performance of this Agreement and caused by any act or omission of COUNTY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of CITY.

13. Each CITY participating in the Alameda County HOME CONSORTIUM shall defend, indemnify, and hold harmless all other participating CITIES for CITY'S negligent acts or omissions arising from this agreement.

14. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until all activities funded from Federal fiscal years during which CITY was a participating jurisdiction in the CONSORTIUM are completed. CITY will be included in the Consortium for a minimum of three (3) Federal fiscal years, federal years 2012, 2013 and 2014.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

CITY OF ALAMEDA

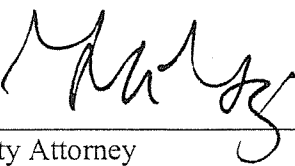
COUNTY OF ALAMEDA

City Manager

President, Alameda County Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Assist. City Attorney

By: _____
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING CONTINUED PARTICIPATION IN THE ALAMEDA
COUNTY HOME CONSORTIUM AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE HOME CONSORTIUM
COOPERATIVE AGREEMENT WITH ALAMEDA COUNTY

Approved as to Form

City Attorney

BE IT RESOLVED that the Council of the City of Alameda hereby approves continued participation in the Alameda County HOME Consortium for a three-year period (fiscal years 2012, 2013 and 2014) for the purposes of securing federal HOME funds and developing the Consolidated Plan and related documents, and authorizes the City Manager to execute the HOME Consortium Cooperative Agreement and take all other necessary actions to carry out the City of Alameda's participation in the Alameda County HOME Consortium.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and adoption.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda during the Regular Meeting of the City Council on the 20th day of September, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City his 21st day of September, 2011.

Lara Weisiger, City Clerk
City of Alameda

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